PayPal Partner Program Agreement

Last updated on December 22, 2026

THIS PAYPAL PARTNER PROGRAM AGREEMENT, together with all attachments, exhibits, schedules, addenda, and other documents attached hereto or incorporated herein by reference (collectively this "Agreement") is a contract between the PayPal entity below and you, the entity or individual named on the submitted partner registration form, (referred to as "you," "your" or "Partner") as a member in the PayPal Partner Program (the "Program"). PayPal and Partner are each referred to in this Agreement as a "Party" and collectively as the "Parties."

You must read, agree with, and accept all of the terms and conditions contained in this Agreement. By registering for the Program, you agree to comply with all of the terms and conditions in this Agreement. We may revise this Agreement 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 post a notice on the **Policy Updates** page of our website at least thirty (30) days before the changes take effect. By continuing to participate in the Program after any changes to this Agreement, you agree to abide and be bound by those changes. If you do not agree with any changes to this Agreement, you may terminate this Agreement.

IT IS UNDERSTOOD THAT:

- If the Partner entity executing this Agreement is a legal entity incorporated or formed in the United States, then the PayPal entity entering into this Agreement with you is **PayPal, Inc.**, a Delaware corporation, with its principal place of business at 2211 North First Street, San Jose, CA 95131 ("PayPal", "we", "us" or the "Company").
- If the Partner entity executing this Agreement is a legal entity incorporated or formed in Brazil, then the PayPal entity entering into this Agreement with you is PayPal do Brasil Instituição de Pagamento Ltda., a company incorporated in Brazil, whose address is Avenida Paulista, 1048, 8th, 13th floors, CEP 01310-100, São Paulo, SP, Brazil ("PayPal", "we", "us" or the "Company").
- If the Partner entity executing this Agreement is a legal entity incorporated or formed in any country other than in the United States or Brazil, then the PayPal entity entering into this Agreement with you is **PayPal Pte. Ltd**, a company incorporated in Singapore, whose address is 5 Temasek Boulevard #09-01, Suntec Tower Five, Singapore 038985 ("PayPal", "we", "us" or the "Company").
- Partner is interested in integrating the PayPal Services into the Partner Product and referring merchants to PayPal.

Definitions

Schedule 1 – Definitions includes certain defined terms used throughout this Agreement.

1. The Program

1.1. **Scope**. PayPal has developed a program for its partners to integrate the PayPal Services into the Partner Product, introduce the PayPal Services to its merchants, and refer merchants to PayPal ("**Program**"). All Partner Users who are onboarded as PayPal Users through the Program shall enter

into a payment processing agreement directly with PayPal, and the Parties acknowledge and agree that Partner is not engaged in, and will not engage in, the processing of payments pursuant to this Agreement or the Program.

1.2. **Requirements for Participation**. PayPal may change the Program at any time upon thirty (30) days' notice unless such changes are required sooner by a court, regulator, or legal requirement, in which case, PayPal shall notify Partner as soon as reasonably practicable. By continuing to participate in the Program after receiving such notice, Partner agrees to abide by and be bound by any such revisions or changes.

2. Partner Obligations

2.1. **Partner Development**. Partner shall integrate the PayPal Services and any necessary PayPal APIs into the Partner Product in accordance with the Integration Requirements provided by PayPal (i.e. transaction details), as modified or updated by PayPal from time to time (**"Integration Requirements"**).

2.2. **Integration Approval**. PayPal, in its sole discretion, may test and approve whether Partner has satisfied the Integration Requirements in order to determine whether to grant the Integration Approval. Partner shall be responsible for all Partner's costs associated with Integration Approval, including any modifications to the integration of the PayPal Services into the Partner Product necessary to meet the Integration Requirements. For the avoidance of doubt, PayPal is not responsible for any costs of integrating the PayPal Services for any Partner Users.

2.3. **Partner Marketing**. In marketing the PayPal Services, Partner will: (a) ensure that PayPal Services are granted Parity Placement in all Partner Products, (b) portray the PayPal Services accurately, and (c) strictly adhere to any PayPal branding or marketing requirements or guidelines as may be communicated to Partner from time to time. Further, Partner represents and warrants that all of Partner's marketing activities relating in any way to the PayPal Services shall comply with Applicable Laws, regulations, industry self-regulatory standards (including applicable behavioral advertising standards), and best practices.

2.4. **CAN-SPAM Act.** Partner, acknowledges, agrees, represents, and warrants that for all commercial electronic mail messages that Partner sends advertising, promoting, or sponsoring the Program, Partner shall: (a) comply with all requirements of the CAN-SPAM Act of 2003, 15 U.S.C. §7701 et. seq., and its implementing regulations, as amended from time to time (CAN-SPAM Act); (b) be and serve as the "designated sender" for purposes of the CAN-SPAM Act for any commercial electronic mail message that promotes or advertises the Program in addition to the marketing activity listed in the attached Exhibit(s) or otherwise agreed by the Parties, and (c) fulfill all requirements and obligations under the CAN-SPAM Act necessary for classification as the "designated sender" of such commercial electronic mail messages.

2.5. **Partner Compliance.** Partner agrees to perform all duties and obligations under this Agreement and the Program in accordance with this Agreement and Integration Requirements. Partner agrees to act in good faith and shall, to the extent applicable, ensure that Partner, and each subcontractor

engaged by Partner, will not engage in any unfair, deceptive or abusive acts and practices in the course of its provision of products or performance of services and duties under the Program and this Agreement.

2.6. **Presentation of PayPal's Services**. Partner agrees that:

a. As it pertains to the PayPal Services, it shall ensure that such products are treated as a payment method with a level of prominence that ensures Parity Placement at all times: (a) in the Partner Product; (b) on the Partner's website; (c) in all Partner advertising and promotional materials; and (d) in other Partner publications. For clarification, Partner shall place PayPal logos and selection buttons in a manner that ensures their Parity Placement with respect to other alternative method(s) of payment.
b. In representations to its merchants or in public communications, it will not mischaracterize any PayPal Service(s) or exhibit a preference for other payment methods over any PayPal Service(s). Partner agrees not to dissuade or inhibit its merchants from using PayPal or encourage the customer to use an alternate payment method instead of the PayPal Services.

2.7. **Customer Support**. Partner will be responsible for all customer service relating to the Partner Product. Partner will refer inquiries relating to the PayPal Services to PayPal's customer service.

2.8. **No Incentives or Surcharges**. Other than in the Netherlands or Brazil, Partner shall ensure that there are no direct or indirect incentives including, but not limited to, surcharges that may have the effect of inhibiting the selection of PayPal Services or encouraging the use of any alternative payment method. With respect to Australia, the Partner agrees that it will not impose a surcharge or any other fee for enabling PayPal as a payment method, that exceeds the amount a merchant pays PayPal for that transaction or as otherwise required by law, including but not limited to, for Australia, any regulations published by the Reserve Bank of Australia from time to time.

2.9. **Disclosure about PayPal Services in Australia**. In case Partner will offer Partner Product, as integrated with PayPal Services, in Australia the following applies: when referring to the PayPal Services to the merchants in Australia, the Partner must always: (a) inform them that only PayPal Australia Pty Ltd (**"PayPal Australia"**) is able to provide the PayPal Services in Australia; (b) provide them with relevant information about how they may contact PayPal Australia; and (c) advise them that the Partner is not an agent, or representative of PayPal, or PayPal Australia. The parties acknowledge and agree that the Partner is not an employee, agent, representative or Authorized Representative of PayPal or PayPal Australia, and the Partner must not provide financial services of any kind on behalf of PayPal, or PayPal Australia that would require the Partner to hold an Australian Financial Services License or be an Authorized Representative in respect of the PayPal Services. "Australian Financial Services Licence" has the meaning set out in the Corporations Act 2001 (Cth) in Australia. In this clause, **"Authorized Representative"** has the meaning given to that term in the Corporations Act 2001 (Cth) in Australia.

3. PayPal Obligations

3.1. Integration. PayPal shall provide the Integration Requirements, and access to PayPal technology and documentation which may be revised by PayPal from time to time.

3.2. Partner Support. PayPal shall respond to Partner's inquiries in the same manner in which PayPal responds to all similarly situated partners. PayPal will be responsible for all customer service relating to the PayPal Services. PayPal will refer inquiries relating to the Partner Product to Partner's customer service.

4. Intellectual Property and License Rights

4.1. **Marks**. Subject to the terms and conditions of this Agreement and solely in connection with the activities contemplated by this Agreement, each Party grants to the other Party a non-exclusive, non-transferable, worldwide, royalty-free license to use, reproduce, distribute and display the other Party's name and Marks solely: (a) in the case of PayPal's Marks, solely to enable the PayPal Services for Partner Users through the Partner Product, all in accordance with any Integration Requirements and the terms of this Agreement; (b) in the case of Partner's Marks, to publicize Partner's usage of the PayPal Services including (i) through press releases, public announcements, and other oral communications at conferences, media events, or other marketing opportunities; (ii) on the PayPal Site or through other electronic communications such as emails to PayPal Users, newsletters, or in materials that PayPal otherwise makes publicly available; and (iii) through any other channel to promote the use of PayPal; and (c) for any other purpose in any other publication with the prior written approval of such Party. Any such use shall be in accordance with the other Party's standard Mark guidelines and this Agreement. A Party shall be entitled to demand removal of any use of its Marks if, in its reasonable discretion, the use by the other Party of the Marks tarnishes, blurs, or dilutes the Marks or misappropriates the associated goodwill and such problem is not cured within five (5) business days of the using Party's receipt of notice of the problem.

4.2. **Company Technology and APIs**.

(a) Subject to the terms and conditions of this Agreement, and solely in connection with the activities contemplated by this Agreement, PayPal hereby grants to Partner a non-exclusive, non-transferable, revocable, non-sublicenseable, limited license to use Company Technology solely as required and necessary to enable the PayPal Services for Partner Users through the Partner Product, all in accordance with any Integration Requirements and the terms and conditions of this Agreement (**"IP License"**). Additionally, Partner represents and warrants that Partner has acknowledged and agreed to the terms and conditions of the local **PayPal Developer Agreement** which govern the use and implementation of PayPal APIs (**"API License"**). As used herein, "Company Technology" means the following intellectual property or proprietary rights of PayPal (or licensed to PayPal by a third party) used in connection with the Services: published and unpublished works of authorship, whether copyrightable or not (including without limitation databases and other compilations of information).

(b) In connection with Partner's use of PayPal API's, Partner is prohibited from doing any of the following: (i) selling, transferring, sublicensing, or disclosing Partner's user ID to any third party (other than approved third party service providers); (ii) selling, transferring, sublicensing, and/or assigning any interest in PayPal's Confidential Information accessed by the PayPal APIs; and (iii) collecting any customer's personally identifiable information that is accessed through the PayPal APIs without that customer's express permission.

(c) In the event of degradation or instability of PayPal's system(s) or an emergency, PayPal may, in its sole discretion, change or temporarily suspend Partner's access to any PayPal Service, including but not limited to the PayPal APIs and databases and/or information accessed from the PayPal APIs, in order to minimize threats to and protect the operational stability and security of PayPal's systems. Notwithstanding the foregoing, PayPal shall use reasonable efforts to notify Partner of suspension of the PayPal Services, except such notice shall not be required where, in PayPal's reasonable opinion, it would compromise the security of PayPal's systems or performance of the PayPal Services.

(d) As between PayPal and Partner, PayPal retains all right, title and interest in and to the PayPal Services, Company Technology, and all intellectual property rights therein. Except as licensed herein, this Agreement does not transfer any intellectual property rights. There are no implied licenses under this Agreement, and any rights not expressly granted to Partner in this Agreement are reserved by PayPal or its suppliers. Partner shall not directly or indirectly reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from the PayPal Services. All rights and licenses granted to Partner in the PayPal Services and the intellectual property shall terminate automatically and revert to PayPal upon termination of this Agreement or upon termination of any PayPal Service to which the rights and licenses relate.

4.3. **Competitive or Similar Materials**. In no event shall PayPal be precluded from developing for itself, having developed, acquiring, licensing, or developing for third parties, as well as marketing and/or distributing materials which are competitive with Partner's products and/or services, so long as PayPal does not use Partner's Confidential Information in such activity.

5. Data Protection

5.1. **Roles**.

(a) With regard to any personal data processed by either Party in connection with this Agreement, each Party will be deemed to be a Data Controller in respect to such processing. For the avoidance of doubt, each Party has their own, independently determined privacy policies, notices and procedures for the Personal Data they hold and are not joint Data Controllers.

(b) Solely in case Partner processes Partner Users' customers Personal Data, Partner represents and warrants that: (i) it has been duly appointed as Data Processor by Partner User and (ii) it holds all rights and authority, on behalf of the Partner User, to process such Personal Data. Partner represents, warrants and covenants that it will provide and/or obtain all necessary disclosures and consents, as applicable, in connection with Partner's data sharing practices with PayPal.

5.2. **Responsibility**. Each Party shall comply with the requirements of the Data Protection Laws applicable to Data Controllers with respect to the performance of its obligations under this Agreement (including without limitation, by implementing and maintaining at all times all appropriate security measures in relation to the processing of personal data and by maintaining a record of all processing activities carried out under this Agreement) and shall not knowingly do anything or permit anything to be done which might lead to a breach by the other Party of the Data Protection Laws. When Partner refers merchants to PayPal under this Agreement, it shall ensure its compliance with the applicable Data Protection Law at all times, this includes obtaining express customer consent for the data processing or such processing being otherwise lawful based on another valid legal basis under the applicable Data Protection Laws. In the event PayPal discloses Confidential User Data to Partner, Partner understands and agrees that it shall have the right to use the Confidential User Data, and any derivative works thereof, only as strictly required and necessary to perform its obligations under this Agreement and that it is strictly prohibited from combining the Confidential User Data with its own User Data or from directly or indirectly using the Confidential User Data connection with any marketing activities unless Partner has obtained prior express consent of the customer. Further, Partner shall keep the Confidential User Data only for as long as necessary to perform its obligations under this Agreement.

6. Confidentiality

6.1. **Confidentiality Obligations**. Each Party agrees to maintain the other Party's Confidential Information in confidence and shall not disclose it to third parties or use it for any purpose other than as necessary and required to perform the services pursuant to this Agreement. Such restrictions shall not apply to Confidential Information that: (a) is known by the recipient prior to the date of disclosure by the disclosing Party; (b) becomes publicly known through no act or fault of the recipient; (c) is received by recipient from a third party without a restriction on disclosure or use; or (d) is independently developed by recipient without reference to the Confidential Information. Notwithstanding the foregoing, a Party may share Confidential Information with an affiliate in the event that the other Party requests services from such affiliate and such affiliate shall be bound by this Section. In the event that the receiving Party is required by a court, government agency, regulatory requirement, or similar disclosure requirement to disclose the disclosing Party's Confidential Information, the receiving Party shall immediately notify the disclosing Party and shall use reasonable efforts to obtain confidential treatment or a protection order of any Confidential Information that is required to be disclosed. The obligations hereunder shall survive the expiration or termination of this

Agreement or until such time as such Confidential Information becomes public information through no fault of the receiving Party.

6.2. **Protection of Confidential Information**. Each Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of the other Party's Confidential Information and that the disclosing Party will be entitled (without waiving any other rights or remedies) to injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction, without obligation to post any bond.

6.3. **Return of Confidential Information**. Upon termination of this Agreement, at the request of a disclosing Party, the receiving Party shall return to the disclosing Party within ten (10) days all Confidential Information (other than Confidential User Data) of the Party and all documents or media containing any such Confidential Information and any and all copies or extracts thereof or certify such Confidential Information's destruction. The foregoing obligation shall not be applicable to any Confidential Information that a Party is required to retain in order to comply with applicable law, rules or regulations.

7. Term and Termination

7.1. **Term**. This Agreement is effective as of your acceptance hereof and shall continue until terminated as set out herein.

7.2. **Termination**. Either Party may terminate this Agreement at any time upon thirty (30) calendar days' written notice for any reason. PayPal may terminate this Agreement immediately if Partner breaches a material term of this Agreement and the breach is not cured within ten (10) calendar days after Partner receives written notice of the breach. This Agreement may be terminated by either Party effective immediately and without any requirement of notice, in the event that: (a) the other Party files a petition in bankruptcy, files a petition seeking any reorganization, arrangement, composition, or similar relief under any law regarding insolvency or relief for debtors, or makes an assignment for the benefit of creditors; (b) a receiver, trustee, or similar officer is appointed for the business or property of the other Party; (c) any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against the other Party and not stayed, enjoined, or discharged within sixty (60) days; or (d) the other Party adopts a resolution for discontinuance of its business or for dissolution.

7.3. **Effect of Termination or Expiration**. Upon termination or expiration of this Agreement, the following shall apply: (a) all rights and licenses under this Agreement will immediately terminate; (b) Partner must destroy any of PayPal's Confidential User Data in its possession within seven (7) calendar days and, upon PayPal's request, provide proof of such destruction within seven (7) calendar days of receiving such request; and (c) Partner will remain liable for any amounts or other liability under this Agreement that arose prior to the date of termination.

8. Limitation of Liability

8.1. In no event shall PayPal or either of their affiliates, directors, officers, employees or representatives be liable for special, incidental or consequential damages or lost profits (however arising, including negligence) arising out of or in any way relating to this agreement.

8.2.PayPal's liability to partner 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 is not liable, and you agree not to hold PayPal 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, our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf, or any of the PayPal services; (2) delays or disruptions in our websites, software, systems (including any networks and servers used to provide any of the PayPal services) operated by us or on our behalf and any of the PayPal 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 services) operated by us or on our behalf or any of the PayPal services or any website or service linked to our websites, software or any of the PayPal 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 services) operated by us or on our behalf or any of the PayPal services or in the information and graphics obtained from them; or (5) the content, actions, or inactions of third parties.

9. Indemnification

9.1. Partner agrees 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: (a) Partner's breach of this Agreement; (b) Partner's improper use of the PayPal Services; (c) Partner's negligence or willful misconduct, and/or (d) Partner's violation of Applicable Laws or the rights of a third party.

10. Miscellaneous

10.1. **Compliance with Laws, Regulations and Applicable Association Rules**.

(a) The Parties will comply with all applicable laws, regulations, and card network rules in connection with the Program and this Agreement including, but not limited to, all the applicable Data Protection Laws.

(b) To the extent applicable, Partner and PayPal each represents, warrants and covenants that it shall at all times comply with the applicable PCI-DSS, with respect to any card data received by it in connection with this Agreement. To the extent applicable, Partner agrees to comply with applicable data privacy and security requirements under the PCI DSS and any applicable card network data security requirements (including those made available by Visa, MasterCard, American Express, and Discover) with regards to Partner's use, access, and storage of certain credit card non-public personal information. Additionally, Partner agrees to comply with its obligations under any applicable law or regulation as may be in effect or as may be enacted, adopted or determined regarding the

confidentiality, use, and disclosure of cardholder information. PayPal will comply with PCI DSS and acknowledges that it is responsible for the security of cardholder data it possesses or otherwise stores, processes or transmits, or to the extent that PayPal could impact the security of the cardholder data environment.

(c) Partner acknowledges and agrees that Partner is responsible for the integrity and security of the Partner Product and is solely liable for any losses suffered as a result of a compromise of Partner Product's security including, but not limited to, unauthorized use of Partner User credentials.

(d) To the extent applicable and required in connection with the Program and this Agreement, Partner shall register with any required card network programs through PayPal's acquiring bank.

10.2. **Power and Authority**. Each Party represents, warrants and covenants that (a) it has full power and authority to enter into and perform this Agreement and (b) its execution and performance of this Agreement does not violate, conflict with, or result in a material default under any other contract or agreement to which it is a party or by which it is bound. The representations and warranties contained in or made under or in connection with this Agreement shall survive the Effective Date and shall be deemed to have been made by each Party upon entering into this Agreement and each amendment or supplement hereto.

10.3. **Governing Law and Jurisdiction**.

If the Partner entity executing this Agreement is a legal entity incorporated or formed in the United States, then the following provision with respect to governing law and jurisdiction shall apply:

The Parties agree to submit to the exclusive jurisdiction of the courts located in Santa Clara County, California for the purpose of litigating all claims or disputes arising out of this Agreement. This Agreement is governed in all respects by the laws of the State of California and the United States of America and does not include any conflict of law rule that might direct or refer determination of any such matter to the laws of any other jurisdiction.

If the Partner entity executing this Agreement is a legal entity incorporated or formed in Brazil, then the following provision with respect to governing law and jurisdiction shall apply:

The Parties agree that any claim or dispute against PayPal arising out of this Agreement shall be settled by the Courts of the City of São Paulo, State of São Paulo, with express waiver of any other court, however privileged they may be. This Agreement shall be governed in all respects by the laws of Brazil.

If the Partner entity executing this Agreement is a legal entity incorporated or formed in any country other than in the United States or Brazil, then the following provision with respect to

governing law and jurisdiction shall apply:

The Parties agree to submit to the exclusive jurisdiction of the courts located within Singapore for the purpose of litigating all claims or disputes. This Agreement shall be governed in all respects by the laws of Singapore as such laws are applied to agreements entered into and to be performed entirely within Singapore, without regard to conflict of law provisions.

10.4. **Notice**.

(a) Partner agrees that PayPal may provide notice to Partner either by email sent to the email address listed in its Program account or by mail or courier to the address for the Partner set forth in the recitals above.

(b) Unless Partner is communicating with PayPal about a matter where PayPal has specified another notice address, written notices to PayPal must be sent by mail or courier to the address below:

If the Partner entity executing this Agreement is a legal entity incorporated or formed in the United States, then to:

PayPal Inc.

Attention: USA Legal Department,

2211 North First Street,

San Jose, CA 95131

If the Partner entity executing this Agreement is a legal entity incorporated or formed in Brazil, then to:

PayPal do Brasil Instituição de Pagamento Ltda.

Attention: Legal Department,

Avenida Paulista,

1048, 13th floor,

São Paulo, SP, CEP 01310-100

If the Partner entity executing this Agreement is a legal entity incorporated or formed in any country other than in the United States or Brazil, then to:

PayPal Pte. Ltd.

Attention: Legal Department,

5 Temasek Boulevard #09-01,

Suntec Tower Five,

Singapore 038985

10.5. **Disclaimer.** Except as expressly set forth in this agreement, and to the extent permitted by law, PayPal disclaims any representations or warranties, express or implied, regarding the PayPal site and PayPal services, including any implied warranty of merchantability, fitness for a particular purpose, or non-infringement. The PayPal site and PayPal services are provided "as-is," and PayPal makes no warranty that the PayPal site and PayPal services are, or will be, uninterrupted, timely, secure, or error-free.

10.6. **Security and Stability**. Partner acknowledges that it is in the best interests of both Partner and PayPal that PayPal maintains a secure and stable environment; to that end, PayPal reserves the right to change the method of access at any time. Partner also agrees that, in the event of degradation or instability of PayPal's system or an emergency affecting PayPal's system, PayPal may, in its sole discretion, temporarily suspend Partner's access to PayPal's system in order to minimize threats to and protect the operational stability and security of PayPal's system. PayPal does not guarantee that the PayPal Site or the PayPal Services will be available 24 hours a day, seven (7) days a week.

10.7. **Service Providers**. Partner may use third-party service providers to exercise Partner's rights or perform Partner's obligations under this Agreement so long as any such service provider expressly agrees to the terms and conditions of this Agreement. Partner agrees that any act or omission by its service providers amounting to a breach of this Agreement will be deemed a breach by Partner for which Partner and the service provider will be jointly and severally liable.

10.8. **Expenses**. Notwithstanding any other provision in this Agreement to the contrary, in no event will PayPal be obligated to pay any expenses, fees, costs or other amounts to any subcontractor, person, or entity other than Partner as a result of this Program.

10.9.**Independent Contractors**. Partner and PayPal are independent contractors and shall have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement shall not be construed to create or imply any partnership, agency or joint venture.

10.10. **Press Releases**. Neither Party shall, or shall permit, issue or cause the publication of any press release or other public announcement relating to the transactions contemplated by this Agreement without the consent of the other Party, which consent shall not unreasonably be withheld.

10.11. **Non-Disparagement**. In representations to referred merchants or in public communications, the Partner shall not: (a) make disparaging or derogatory statements about PayPal, or any of the PayPal Services, as a brand, payment mechanism or corporation; or (b) claim that any other payment method or related service is in any way superior to any of the PayPal Services; provided, however nothing herein shall prohibit complaints by Partner's employees in their individual capacity as consumers or customers of PayPal or its affiliates.

10.12. **Relationship with Referred Merchants**. Without PayPal's prior written consent (which consent may be withheld in PayPal's sole and absolute discretion), Partner shall not knowingly cause or permit any of its employees, agents, principals, affiliates, subsidiaries, or any other person or entity to solicit or otherwise cause any referred merchant to terminate its use of any of the PayPal Services.

10.13. **User Consents**. In order to use certain PayPal Services in connection with Partner Product, Partner must obtain from its users all necessary consents and authorizations as required under all Applicable Laws, in accordance with Partner's own published policies, and as set forth in the Integration Requirements.

10.14. **Assignment**. Partner may not transfer or assign any rights or obligations Partner has under this Agreement without PayPal's prior written approval. PayPal reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement by providing Partner with written notice of such transfer or assignment.

10.15. **No Waiver**. No failure or delay by either Party in enforcing any provision of this Agreement will be deemed a waiver of such Party's ability to enforce the same provision of this Agreement at a future date.

10.16. **Severability**. If any provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will not be affected.

10.17. **Force Majeure**. PayPal is not responsible for any failure to perform its obligations under this Agreement if such failure is caused by acts of God, war, terrorism, civil insurrection, acts of militia or military, strikes, revolutions, lack or failure of transportation or communications facilities, laws or governmental regulations, or other causes that are beyond PayPal's reasonable control. In the event of such a failure, PayPal's obligations shall be suspended until such time as the cessation of any cause of such failure.

10.18. **Complete Agreement**. This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning this subject matter. This Agreement and the other agreements Partner has entered into with PayPal set forth the entire understanding between Partner and PayPal with respect to the matters covered herein.

10.19. **Survival**. The following sections shall survive termination or expiration of this Agreement: Intellectual Property and License Rights, Confidentiality, Term and Termination, Miscellaneous, and Definitions, as well as any other terms which by their nature should survive termination or expiration of this Agreement.

Schedule 1 – Definitions

In addition to the capitalized terms defined in the Agreement, the following capitalized terms are defined as follows:

- "**API Credentials**" means Partner's application program interface (API) username and password, and either an API signature or an API certificate.

- "**Applicable Laws**" means all applicable federal, provincial, national, state, and local laws, statutes, regulations, rules, orders, supervisory requirements, directions, circulars, opinions, interpretive letters, and other official releases of or by any federal, provincial, national, state, or local governmental authority or entity, and any other applicable regulations and/or operating rules relating to a Party, or its users, as the case may be, and/or its products and/or services, including rules promulgated by the card networks and Data Protection Laws as defined herein.

- "**Confidential Information**" means all information that either Party provides to the other Party under this Agreement, including but not limited to the following: (i) PayPal Content and all other information received through the PayPal APIs or otherwise related to the Partner Product, (ii) the API Credentials and User ID and passwords, (iii) all information disclosed in writing and marked "confidential," "proprietary," or with a substantially similar marking, (iv) all information disclosed orally and identified as confidential at the time of disclosure, and (v) all other information that by its very nature the receiving Party should reasonably understand to be the disclosing Party's confidential information.

- "**Confidential User Data**" means User Data of one Party disclosed to the other Party that such receiving Party has not otherwise collected in the course of providing its services to the applicable user.

- "**Data Controller**," "**Data Processor**," or terms addressing similar data protection and privacy roles have the meanings given to those terms under the Data Protection Laws.

- "**Data Protection Laws**" means any applicable data protection laws, regulations, directives, regulatory requirements and codes of practice applicable to the provision of the PayPal Services including any amendments thereto and any associated regulations or instruments (e.g., the General Data Protection Regulation (EU) 2016/679 (GDPR), the California Consumer Privacy Act 2018, Cal. Civ. Code § 1798.100 et seq (CCPA), and its implementing regulations, the Australian Privacy Act 1988, the Personal Information Protection and Electronic Documents Act (Canada), the Personal Data (Privacy) Ordinance (Cap.486) (Hong Kong), the Brazilian General Data Protection Law, Federal Law no. 13,709/2018 and the Personal Data Protection Act 2012 (Singapore)).

- "**Integration Approval**" means confirmation by PayPal in writing that Partner's integration complies with the Integration Requirements. If Partner does not comply with the Integration Requirements throughout the Term of this Agreement, PayPal may revoke its Integration Approval and notify Partner of such revocation.

- "**Integration Requirements**" means any documentation provided to Partner by PayPal that sets forth in detail (i) the requirements and technical specifications of integrating the PayPal Services into the Partner Product; (ii) the placement and display requirements of the PayPal Services within the Partner Product, including the messaging and positioning of PayPal Services to referred merchants during their review, selection and configuration; (iii) promotion of PayPal Services to referred merchants as a payment type integrated into the Partner Product; and (iv) PCI-DSS compliance and card network program registration as required.

- "**Marks**" means, with respect to a Party, the trademarks, including registered and common law trademarks, trade names, service marks, logos, buttons, domain names and designations owned, licensed or used by the Party.

- "**Parity Placement**" means the PayPal Services being presented at least on par with other options displayed, offered or supported by Partner for payment providers, payment platforms or payment methods.

- "**Partner Product**" means the ecommerce or retail related product or solution offered by Partner to its customers.

- "**Partner User**" means a customer that has entered into a relationship with Partner to purchase goods or services, including the Partner Product, as well as a prospective customer of the Partner. A Partner User that has a PayPal account is also a PayPal User.

- "**PayPal APIs**" means the application programming interfaces used by PayPal merchants to interface with PayPal's facilities, hardware, software and processes in connection with their use of the PayPal Services.

- "**PayPal Branded Products**" means PayPal's payment processing services that are branded with PayPal's Marks.

- "**PayPal Complete Payments**" or "**PPCP**" means PayPal's comprehensive solution for payments processing which includes card processing, and other PayPal Services designed for marketplaces, crowdfunding, and other e-commerce platforms.

- "**PayPal Content**" means all the data passed through the PayPal APIs, including any User Data of PayPal or its merchants. PayPal Content does not include any data that Partner obtains independent of PayPal and the PayPal APIs.

- "**PayPal Credit**" means the credit and financing services that PayPal makes available to PayPal account holders for use in making payments for purchases, through PayPal's and its affiliates' web and mobile applications; for the avoidance of doubts, this may include, depending on the relevant territory, PayPal's services currently named "Buy Now Pay Later," "Pay in 4," "Pay in 3," etc.

- "**PayPal Services**" means the payment services provided by PayPal, including PayPal Branded Products; PayPal Unbranded Products and Zettle Services , the functionality and branding of which may change from time to time.

- "**PayPal Site**" means **www.paypal.com** or such other website(s) provided by PayPal for its users located in particular countries or jurisdictions.

- "**PayPal Unbranded Products**" means PayPal's online payment processing or "**Services**" that are not branded with PayPal's Marks. PayPal Unbranded Products exclude in-store payments, ACH transactions, and any other bank-funded transactions.

- "**PayPal User**" mean a person who accesses a PayPal Site or uses the PayPal Services.

- "**PCI-DSS**" means the applicable Payment Card Industry Data Security Standards, as they may be amended from time to time.

- "**Personal Data**" means any information relating to an identified or identifiable natural person (a "data subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

- "**Program Year**" means the twelve calendar month period of time commencing with the Effective Date and each succeeding twelve calendar month period of time during the Term.

- "**User Data**" means information, including personally identifiable information, collected from a customer or user of a Party.

- "**User ID**" means the unique confidential identification code, certificate, and user ID issued by PayPal to Partner that permits Partner to integrate the PayPal Services and the Partner Product.